



C o u n t y o f S a n L u i s O b i s p o

## **GENERAL SERVICES AGENCY**

Janette D. Pell, Director

Helen McCann, Department Administrator

### **REQUEST FOR PROPOSAL PS- #1092 MEDICAL LABORATORY SERVICES FOR PSYCHIATRIC HEALTH FACILITY**

July 14, 2010

The County of San Luis Obispo is currently soliciting proposals for professional services with a contractor to provide medical laboratory services for the County Psychiatric Health facility as needed.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications, without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process.

If your firm is interested and qualified, please submit three (3) printed copies and one (1) electronic copy as an attachment of your proposal in either Adobe PDF or Microsoft Word 2003 format by 3:00 p.m. on August 4, 2010 to:

County of San Luis Obispo  
Phill Haley, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
phaley@co.slo.ca.us

If you have any questions about the proposal process, please contact me. All other questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Alan Stednitz at: [astednitz@co.slo.ca.us](mailto:astednitz@co.slo.ca.us).

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHILL HALEY  
Buyer - Purchasing Division  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**1. LOCAL VENDOR PREFERENCE**

**TO:            ALL PROSPECTIVE PROPOSERS**  
**SUBJECT:    LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal proposals for contracts will be evaluated with a preference for local vendors, except for those contracts which the laws of the State of California, or other law, rule, or regulation precludes this local preference.

A "local" vendor is a vendor that:

- A.     Conducts business in an office with a physical location within the County of San Luis Obispo;
- B.     Holds a valid business license issued by the County of San Luis Obispo or a city within the County of San Luis Obispo; and
- C.     Has conducted business meeting the requirements of A and B above, in such a manner for not less than six (6) months prior to being able to receive the preference.

The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**2. PROPOSAL SUBMITTAL AND SELECTION PROCESS**

- 2.1 All proposals in response to this Request for Proposal (RFP), consisting of quantity three (3) printed copy and one (1) electronic copy attached to an email on Adobe PDF or Microsoft Word, must be received by mail, recognized carrier, or hand delivered no later than August 4, 2010. Late proposals will not be considered.
- 2.2 All correspondence should be directed to:
- San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Phill Haley  
Telephone: (805) 781-5904
- 2.3 Costs of preparation of proposals will be borne by the proposer.
- 2.4 It is preferred that all proposals be submitted on recycled paper, printed on two sides.
- 2.5 Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
- 2.6 This RFP does not constitute an offer of employment or to contract for services.
- 2.7 The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this RFP.
- 2.8 The County reserves the option to retain all proposals, whether selected or rejected. Once submitted, the proposals and any supplemental documents become the property of the County.
- 2.9 All proposals shall remain firm for one hundred twenty (120) days following closing date for receipt of proposals.
- 2.10 The County reserves the right to award the contract to the firm (or firms) that presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee. The award of the contract may be made to one proposer or more than one proposer.
- 2.11 Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
- 2.12 The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.
- 2.13 All information presented in a proposer's proposal will be considered binding upon

selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

- 2.14 The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A, Section 15.
- 2.15 Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer should specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The County will not honor any attempt by proposer to either designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether such information is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points:

1.     Project Title
2.     Applicant or Firm Name
3.     Firm Qualifications
  - a.     Type of organization, size, professional registration and affiliations.
  - b.     Names and qualifications of personnel to be assigned to this project.
  - c.     Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d.     Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e.     Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4.     Understanding of and Approach to the Project
  - a.     Summary of approach to be taken.
  - b.     Description of the organization and staffing to be used for the project.
  - c.     Indication of information and participation the proposer will require from County staff.
  - d.     Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5.     The selected Consultant will be required to provide insurance coverage in the amounts of: \$2,000,000.00 General Liability, \$1,000,000.00 Business Auto, \$1,000,000.00 Professional liability and \$1,000,000.00 Employer liability. In addition, Workers' Compensation policy shall provide statutory limits as required by State of California. This amount of insurance coverage shall be reflected in your estimated professional fee.

**Proposal Format**

- c.     The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

6.      Indemnity

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1.      Violation of statute, ordinance, or regulation.
2.      Professional malpractice.
3.      Willful, intentional or other wrongful acts, or failures to act.
4.      Negligence or recklessness.
5.      Furnishing of defective or dangerous products.
6.      Premises liability.
7.      Strict Liability.
8.      Inverse condemnation.
9.      Violation of civil rights.
10.     Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

## PROJECT SCOPE

Certified medical laboratory services are needed on a daily basis for inpatients of the San Luis Obispo County Psychiatric Facility (PHF). The County is soliciting bids for medical laboratory services as follows:

### **Scope of Services:**

Laboratory shall provide certified medical laboratory services to inpatients of the PHF, including drawing blood samples from patients, transporting samples to the laboratory, analyzing the samples and reporting analysis results to the PHF. The laboratory shall have:

- 1) A written description and fee schedule of laboratory services provided on a routine basis that is accurate and current.
- 2) Written instructions for the collection, preservation, transportation, receipt, and reporting of tissues specimen results.
- 3) Policies addressing the notification of a patient with a potentially positive HIV blood test.
- 4) Policies and procedures for notification and documentation that conform to all Federal, State, and local laws, including requirements for confidentiality and medical records.

### **Service Specifications:**

Laboratory will have the ability to:

- 1) Provide routine laboratory services as ordered on site for inpatients of the PHF, a sixteen bed facility. Specifically, qualified personnel will collect blood samples from inpatients at the PHF Monday through Friday, typically in the early morning hours. On an average day, blood samples are collected from four to six inpatients.
- 2) Transport blood samples to the laboratory for analysis.
- 3) Send results by FAX of all routine laboratory work to the PHF physician for review within twenty-four (24) hours of collection.
- 4) Communicate as needed with County staff to monitor the provision and quality of laboratory services.
- 5) Respond to STAT blood draw requests within 2 to 4 hours if needed. (This specification is desirable, but not required)

Laboratory tests to be performed can include, but are not limited to, the following:

1. Complete Blood Count (CBC)
2. Basic / Complete Metabolic Panel (BMP/CMP)

3. Urinalysis with Micro
4. Valproic Acid Level
5. Thyroid
6. Thyroid Stimulating Hormone ( TSH)
7. Lithium Level

Other laboratory tests may also be required.